

**THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO
THE MONTANA UNIFORM ARBITRATION ACT**

1. PARTIES

The Montana Department of Corrections (DEPARTMENT) and **Powell County Memorial Hospital (CONTRACTOR)** enter into this Contract (**04-042-MSP**). The parties names, addresses, telephone numbers, and Federal Employee Identification Number (Contractor only) is as follows:

Montana Department of Corrections
Montana State Prison (MSP)
1539 11th Avenue
PO Box 201301
Helena, MT 59620-1301
(406) 444-3930

***Powell County Memorial Hospital
1101 Texas Avenue

Deer Lodge MT 59722
406-846-2212***

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide routine and emergency professional laboratory services and consultation, ensuring the prompt performance of examinations in the fields of anatomic pathology, hematology, chemistry, microbiology, clinical microscopy, and serology. Timely results are required when laboratory services are necessary to diagnose or treat an individual with a critical health status. Provision of laboratory services and consultation will be regularly and conveniently available to meet the needs of MSP inmates.

A. CONTRACTOR further agrees to provide DEPARTMENT with the following services in accordance with the terms and conditions of the Contract and the attached Fee Schedule:

1. Maintain a bacterial microbial sensitivity surveillance program.
2. Provide "STAT" laboratory testing 24 hours a day - 7 days a week.
3. Provide consultation services of Clinical Laboratory Scientists - 24 hours a day - 7 days a week.
4. Provide consultation services with a Pathologist, as necessary.
5. Provide laboratory orientation of new infirmary staff at Montana State Prison.
6. Provide forensic blood draws for DNA testing.
7. Provide Reference Laboratory testing whenever necessary.
8. Provide all needles, vacutainer tubes, and other supplies for collection and processing of specimens.
9. Retain specimen samples in accordance with applicable laws and standards.

- B. Provide radiology technician services and supplies - to be billed at a per hour/per item cost.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. Compensation for laboratory testing and radiological services shall be in accordance with the Outpatient Laboratory Fee Schedule, which includes Radiological Services, and is included with and incorporated into this Contract as an Attachment.
- B. CONTRACTOR will be paid within 30 days after submitting appropriately completed HCFA 1500 claims to the following address:

Blue Cross & Blue Shield of Montana
C/O Corrections Medical Program
Box 5019
Great Falls, MT 59403

- C. DEPARTMENT may require BCBSMT to withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, access to inmate records, work space within a correctional facility, and telephone service (e.g., Montana State Prison does not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2003 and shall terminate on June 30, 2004, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of five (5) additional years.

6. LIAISONS AND NOTICE

- A. Cathy Redfern (846-1320 ext 2448), 500 Conley Lake Road, Deer Lodge MT 59722 or successor serves as DEPARTMENT'S liaison.
- B. The Chief Executive Officer of Powell County Memorial Hospital (846-2212), 1101 Texas Avenue, Deer Lodge MT 59722 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, mailed first-class, postage prepaid. All notices sent via U.S. Postal

Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-120, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: Department of Corrections, Fiscal Bureau, Attn: Contracts Manager, PO Box 201301, Helena, MT 59620-1301.

9. HOLD HARMLESS AND INDEMNIFICATION

- A. CONTRACTOR agrees that he is financially responsible (liable) for any audit exception or other financial loss to DEPARTMENT which occurs due to the negligence, intentional acts, or failure for any reason to comply with the terms of this Contract.
- A. DEPARTMENT indemnifies and holds CONTRACTOR harmless with respect to any or all claims, suits, actions, liabilities and costs of any kind, including attorney's fees, arising from DEPARTMENT'S negligence or willful misconduct in the performance of DEPARTMENT'S services hereunder unless it is determined that such claim, suit, action, liability or cost was caused by or resulted from the negligence or willful misconduct of CONTRACTOR. CONTRACTOR indemnifies and holds DEPARTMENT harmless with respect to any or all claims, suits, actions, liabilities, and costs of any kind, including attorney's fees, arising from CONTRACTOR'S negligence or willful misconduct in the performance of CONTRACTOR'S activities under this Contract; unless it is determined that such claim, suit, action, liability or cost was caused by or resulted from the negligence or willful misconduct of DEPARTMENT.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages must be received by the Contracts Manager, PO Box 201301, Helena, MT 59620-1301 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

- C. **Specific Requirements for Professional Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for each wrongful act of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors. Note: if "occurrence" coverage is unavailable or cost prohibitive, CONTRACTOR may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold

DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. ARBITRATION

Any Claim arising out of, or related to, this Contract shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment on the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof.

20. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

21. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

22. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Department of Corrections, Fiscal Bureau, PO Box 201301, 1539 11th Avenue, Helena, MT 59620-1301.

SIGNATURE

DEPARTMENT

CONTRACTOR

Mike Mahoney, Warden
Montana State Prison

Tony Pfaff, Chief Executive Officer
Powell County Memorial Hospital

Date

Date

Approved for Legal Content by:

Legal Counsel
Department of Corrections

Date

**MONTANA STATE PRISON
OUTPATIENT LABORATORY FEE
SCHEDULE**

**JULY 1, 2003
THROUGH JUNE
30, 2004**

TEST	CPT CODE	FY 2004
<u>COAGULATION</u>		
PROTIME	85610	\$8.02
PTT	85730	\$12.06
<u>MICROBIOLOGY</u>		
CULTURE, THROAT, STREP ONLY	87081	\$16.54
CULTURE, AEROBIC	87070	\$21.32
CULTURE, URINE	87088	\$19.72
BLOOD CULTURE, 1 SET	87040	\$25.39
GRAM STAIN	87205	\$8.02
ORGANISM IDENTIFICATION	87077	\$10.58
SENSITIVITY, BACTERIAL	87186	\$17.27
STOOL CULT.	(ALL 3 BILLED)	
-CULTURE	87045	\$23.17
-SMEAR	87205	\$8.02
-ADDITIONAL ID	87046	\$10.43
STOOL O & P	87177	\$23.11
STOOL, C.DIFF.	87230	\$47.77
ANAEROBIC CULT	87075	\$45.75
STREP SCREEN	87430	\$21.72
<u>SEROLOGY</u>		
MONO	86308	\$12.14
RPR	86592	\$7.30
HIV	86703	\$28.97
<u>URINALYSIS</u>		
URINALYSIS, COMPLETE	81001	\$8.44
MICROSCOPIC EXAM, URINE	81015	\$5.68
URINALYSIS, DIP ONLY	81003	\$5.01
TOTAL PROTEIN, URINE	(BOTH BILLED)	
-TOTAL PROTEIN	84155	\$12.50
-VOLUME MEASUREMENT	81050	\$6.13
VOLUME MEASURE, 24 HR. UA	81050	\$6.13
RANDOM URINE MICROALBUMIN	(BOTH BILLED)	
-MICROALBUMIN, URINE	82044	\$25.06
-CREATININE, URINE	82570	\$10.40
<u>HEMATOLOGY</u>		
CBC W/ AUTO. DIFF	85025	\$11.03
HEMOGLOBIN	85018	\$4.79
HEMATOCRIT	85014	\$4.79
PLATELETS	85049	\$6.41
WBC, AUTOMATED	85048	\$4.79
WBC DIFFERENTIAL, MANUAL	85007	\$12.07
ESR	85651	\$6.52

TEST	CPT CODE	FY 2004
<u>CHEMISTRY</u>		
ALB	82040	\$6.51
ALP	84075	\$8.18
ALT	84460	\$8.46
AML	82150	\$12.38
AST	84450	\$8.18
BILI, DIRECT	82248	\$8.06
BILI,TOTAL	82247	\$8.06
BUN	84520	\$5.39
CA	82310	\$8.18
CHOL	82465	\$7.84
CK	82550	\$13.86
CREA	82565	\$8.86
GGT	82977	\$15.94
GLU	82947	\$6.36
HDL	83718	\$12.50
LDH	83615	\$15.94
MG	83735	\$12.49
PHOS	84100	\$15.94
TP	84155	\$12.50
TRIG	84478	\$11.13
URCA	84550	\$15.94
NA	84295	\$8.01
K	84132	\$8.01
CL	82435	\$7.95
TCO2	82374	\$8.01
TROPONIN	83520	\$62.46
CKMB	82553	\$64.96
BASIC METABOLIC PANEL	80048	\$16.24
HEPATIC PANEL	80076	\$15.56
ELECTROLYTES	80051	\$13.68
COMPREHENSIVE MET. PANEL	80053	\$18.06
LIPID PANEL	80061	\$25.34
GENERAL HEALTH PANEL (CBC, CMET, TSH)	80050	\$60.34
<u>BLOOD BANKING</u>		
ABO GROUP	86900	\$10.40
RH TYPING	86901	\$17.10
ABSCREEN	86850	\$19.97
<u>THERAPEUTIC DRUGS</u>		
VALPROIC ACID (DEPAKOTE)	80164	\$31.28
CARB. (TEG)	80156	\$31.28
LITHIUM	80178	\$18.93
AMITRIPTYLINE PANEL		
-AMITRIPTYLINE	80152	\$44.17
-NORTRIPTYLINE	80182	\$44.17
PHENOBARBITOL	80184	\$26.68
DIGOXIN	80162	\$30.34
DILANTIN	80185	\$30.34
THEOPHYLLINE	80198	\$51.63
DRUGS OF ABUSE	80101 X 7	\$67.60

TEST	CPT CODE	FY 2004
<u>HEPATITIS TESTING</u>		
HEP. A, TOTAL	86708	\$44.17
HEPATITIS A, IGM	86709	\$34.42
HEPATITIS B CORE IGM/IGG	86704	\$26.39
HEP B CORE IGM	86705	\$59.20
HEP B BE ANTIGEN	87350	\$32.81
HEP C	86803	\$24.09
HEP B SURF AB	86706	\$22.34
HEP B SURF AG	87340	\$24.20
<u>OTHER TESTS</u>		
VIT B12	82607	\$20.67
FOLATE	82746	\$19.56
GLYCO HGB	83036	\$22.00
T3 UPTAKE	84479	\$17.75
T4	84436	\$12.00
TSH	84443	\$40.16
PSA	84153	\$41.31
RHEUM. FACTOR, SCREEN	86430	\$12.62
PROT C	85302	\$157.54
PROT S	85303	\$157.54
AFP, Tumor Marker	82105	\$71.39
IRON	83540	\$12.33
FERRITIN	82728	\$34.59
IRON BINDING CAP.	83550	\$25.87
ANA, SCREEN	86038	\$32.18
H. PYLORI ANTIBODY	86677	\$54.50
HIV PCR-RNA (Viral Load)	87536	\$249.95
CD4	86359	\$60.68
(includes 4 CPT codes)	86360	\$60.68
	88180	\$60.68
	88180	\$60.68
<u>MISCELLANEOUS</u>		
PATHOLOGY	VARIES	
HAND. FEE	99001	\$18.93
Stat Fee (4 p.m.-6 a.m. Mon-Fri; Saturday, Sunday, & Holidays 9 a.m. to 6 a.m.)		\$33.00
Venipuncture services (excluding legal draws)		\$5.20
Venipuncture services for DNA and other Legal draws		\$22.00
Work done on inmates at this facility (i.e. in the ER, OR, or as an IP) will be billed off the regular PCMH fee schedule minus the proposed discount for medical care.		
Venipuncture and other laboratory supplies will be charged as supply costs.		

**MONTANA STATE PRISON RADIOLOGY
SERVICE FEE SCHEDULE**

**JULY 1, 2003
THROUGH JUNE 30,
2004**

Limited Licensed Technologist	\$29.53	per hour
Licensed Radiology Technologist	\$40.17	per hour
Film, supplies, etc.		

The quoted fees are for procedures performed at
Montana State Prison only. Powell County
Memorial Hospital will only perform these services
when staff is available.

CONTRACT AMENDMENT

CONTRACT #04-042-MSP

THIS CONTRACT AMENDMENT (**Amendment #1**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) PO Box 201301, 1539 11th Avenue, Helena MT 59620-1301 and **Powell County Memorial Hospital** (CONTRACTOR) 1101 Texas Avenue, Deer Lodge MT 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2003 and Section 20 provides that the parties may modify their agreement in writing: and

WHEREAS, the Contract expires on June 30, 2004 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- A. Compensation for laboratory testing and radiological services shall be in accordance with the Outpatient Laboratory Fee Schedule (**Effective July 1, 2004 through June 30, 2005**), which includes Radiological Services, and is included with and incorporated into this Contract as an Attachment.

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2003 and shall terminate on June 30, ~~2004~~ **2005**, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~five (5)~~ **four (4)** additional years.

10. INSURANCE

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

~~**Additional Insured Status:** The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR, products and completed operations; premises owned, leased, occupied, or used.~~

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

_____ Mike Mahoney, Warden Montana State Prison	_____ Date
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CONTRACTOR

_____ Tony Pfaff, Chief Executive Officer Powell County Memorial Hospital	_____ Date
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Reviewed for Legal Content by:	_____	_____
	Legal Counsel Department of Corrections	Date

MONTANA STATE PRISON OUTPATIENT LABORATORY FEE SCHEDULE
JULY 1, 2004 THROUGH JUNE 30, 2005

TEST	CPT CODE	FY 2005 FEE
<u>COAGULATION</u>		
PROTIME	85610	\$ 8.34
PTT	85730	\$ 12.54
<u>MICROBIOLOGY</u>		
CULTURE, THROAT, STREP ONLY	87081	\$ 17.20
CULTURE, AEROBIC	87070	\$ 22.17
CULTURE, URINE	87088	\$ 20.51
BLOOD CULTURE, 1 SET	87040	\$ 26.41
GRAM STAIN	87205	\$ 8.34
ORGANISM IDENTIFICATION	87077	\$ 11.00
SENSITIVITY, BACTERIAL	87186	\$ 17.96
STOOL CULT.	(ALL 3 BILLED)	
-CULTURE	87045	\$ 24.10
-SMEAR	87205	\$ 8.34
-ADDITIONAL ID	87046	\$ 10.85
STOOL O & P	87177	\$ 24.03
STOOL, C.DIFF.	87230	\$ 49.68
ANAEROBIC CULT	87075	\$ 47.58
STREP SCREEN	87430	\$ 22.59
<u>SEROLOGY</u>		
MONO	86308	\$ 12.63
RPR	86592	\$ 7.59
HIV	86703	\$ 30.13
<u>URINALYSIS</u>		
URINALYSIS, COMPLETE	81001	\$ 8.78
MICROSCOPIC EXAM, URINE	81015	\$ 5.91
URINALYSIS, DIP ONLY	81003	\$ 5.21
TOTAL PROTEIN, URINE	(BOTH BILLED)	
-TOTAL PROTEIN	84155	\$ 13.00
-VOLUME MEASUREMENT	81050	\$ 6.38
VOLUME MEASURE, 24 HR. UA	81050	\$ 6.38
RANDOM URINE MICROALBUMIN	(BOTH BILLED)	
-MICROALBUMIN, URINE	82044	\$ 26.06
-CREATININE, URINE	82570	\$ 10.82
<u>HEMATOLOGY</u>		
CBC W/ AUTO. DIFF	85025	\$ 11.47
HEMOGLOBIN	85018	\$ 4.98
HEMATOCRIT	85014	\$ 4.98
PLATELETS	85595	\$ 6.67
WBC, AUTOMATED	85048	\$ 4.98
WBC DIFFERENTIAL, MANUAL	85007	\$ 12.55
ESR	85651	\$ 6.78

TEST	CPT CODE	FY 2005 FEE
<u>CHEMISTRY</u>		
ALB	82040	\$ 6.77
ALP	84075	\$ 8.51
ALT	84460	\$ 8.80
AML	82150	\$ 12.88
AST	84450	\$ 8.51
BILI, DIRECT	82248	\$ 8.38
BILI, TOTAL	82247	\$ 8.38
BUN	84520	\$ 5.61
CA	82310	\$ 8.51
CHOL	82465	\$ 8.15
CK	82550	\$ 14.41
CREA	82565	\$ 9.21
GGT	82977	\$ 16.58
GLU	82947	\$ 6.61
HDL	83718	\$ 13.00
LDH	83615	\$ 16.58
MG	83735	\$ 12.99
PHOS	84100	\$ 16.58
TP	84155	\$ 13.00
TRIG	84478	\$ 11.58
URCA	84550	\$ 16.58
NA	84295	\$ 8.33
K	84132	\$ 8.33
CL	82435	\$ 8.27
TCO2	82374	\$ 8.33
TROPONIN	83520	\$ 64.96
CKMB	82553	\$ 67.56
BASIC METABOLIC PANEL	80048	\$ 16.89
HEPATIC PANEL	80076	\$ 16.18
ELECTROLYTES	80051	\$ 14.23
COMPREHENSIVE MET. PANEL	80053	\$ 18.78
LIPID PANEL	80061	\$ 26.35
GENERAL HEALTH PANEL (CBC, CMET, TSH)	80050	\$ 62.75
<u>BLOOD BANKING</u>		
ABO GROUP	86900	\$ 10.82
RH TYPING	86901	\$ 17.78
ABSCREEN	86850	\$ 20.77
<u>THERAPEUTIC DRUGS</u>		
VALPROIC ACID (DEPAKOTE)	80164	\$ 32.53
CARB. (TEG)	80156	\$ 32.53
LITHIUM	80178	\$ 20.77
AMITRIPTYLINE PANEL		
-AMITRIPTYLINE	80152	\$ 45.94
-NORTRIPTYLINE	80182	\$ 45.94
PHENOBARBITOL	80184	\$ 27.75
DIGOXIN	80162	\$ 31.55
DILANTIN	80185	\$ 31.55

THEOPHYLLINE	80198	\$	53.70
DRUGS OF ABUSE	80101 X 7	\$	70.30

TEST	CPT CODE		FY 2005 FEE
<u>HEPATITIS TESTING</u>			
HEP. A, TOTAL	86708	\$	45.94
HEPATITIS A, IGM	86709	\$	35.80
HEPATITIS B CORE IGM/IGG	86704	\$	27.45
HEP B CORE IGM	86705	\$	61.57
HEP B BE ANTIGEN	87350	\$	34.12
HEP C	86803	\$	35.05
HEP B SURF AB	86706	\$	23.23
HEP B SURF AG	87340	\$	25.17
<u>OTHER TESTS</u>			
VIT B12	82607	\$	21.50
FOLATE	82746	\$	20.34
GLYCO HGB	83036	\$	22.88
T3 UPTAKE	84479	\$	18.46
T4	84436	\$	12.48
TSH	84443	\$	41.77
PSA	84153	\$	42.96
RHEUM. FACTOR, SCREEN	86430	\$	13.12
PROT C	85302	\$	163.84
PROT S	85303	\$	163.84
AFP, Tumor Marker	82105	\$	74.25
IRON	83540	\$	12.82
FERRITIN	82728	\$	35.97
IRON BINDING CAP.	83550	\$	26.90
ANA, SCREEN	86038	\$	33.47
H. PYLORI ANTIBODY	86677	\$	56.68
HIV PCR-RNA (Viral Load)	87536	\$	259.95
CD4	86359	\$	63.11
(includes 4 CPT codes)	86360	\$	63.11
	88180	\$	63.11
	88180	\$	63.11
<u>MISCELLANEOUS</u>			
PATHOLOGY	VARIES		
HAND. FEE	99001	\$	19.69

Stat Fee (4 p.m.-6 a.m. Mon-Fri; Saturday, Sunday, & Holidays 9 a.m. to 6 a.m.)	\$	35.00
Venipuncture services (excluding legal draws)	\$	6.00
Venipuncture services for DNA and other Legal draws	\$	25.00

Work done on inmates at this facility (i.e. in the ER, OR, or as an IP) will be billed off the regular PCMH fee schedule minus the proposed discount for medical care.

Venipuncture and laboratory supplies will be charged as supply costs.

**MONTANA STATE PRISON RADIOLOGY SERVICE FEE SCHEDULE
JULY 1, 2004 THROUGH JUNE 30, 2005**

Limited Licensed Technologist	\$	31.00	per hour
Licensed Radiology Technologist	\$	42.00	per hour
Film, supplies, etc.			

The quoted fees are for procedures performed at Montana State Prison only. Powell County Memorial Hospital will only perform these services when staff is available.

CONTRACT AMENDMENT
CONTRACT #04-042-MSP

THIS CONTRACT AMENDMENT (**Amendment #2**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Powell County Memorial Hospital** (CONTRACTOR) 1101 Texas Avenue, Deer Lodge Montana 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2003 and Section 20 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2005 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2003 and shall terminate on June 30, ~~2005~~ 2006, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~four (4)~~ three (3) additional years.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

Mike Mahoney, Warden
Montana State Prison

Date

CONTRACTOR

Tony Pfaff, Chief Executive Officer
Powell County Memorial Hospital

Date

Reviewed for Legal Content by:

Legal Counsel
Department of Corrections

Date

CONTRACT AMENDMENT

CONTRACT #04-042-MSP

THIS CONTRACT AMENDMENT (**Amendment #3**) is made and entered into by and between the Montana Department of Corrections (DEPARTMENT) 1539 11th Ave., Helena, Montana 59620-1301 and **Powell County Memorial Hospital** (CONTRACTOR) 1101 Texas Avenue, Deer Lodge Montana 59722 and is effective upon receipt of all signatures.

WHEREAS, the parties have entered a Contract with an original effective date of July 1, 2003 and Section 20 provides that the parties may modify their agreement in writing; and

WHEREAS, the Contract expires on June 30, 2006 and Section 5 provides that the parties may extend the expiration date of the Contract.

NOW THEREFORE, the parties agree to amend the Contract as follows (**new language underlined, old language interlined**):

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services, provided pursuant to Section 2, in the following manner:

- B. Compensation for laboratory testing and radiological services shall be in accordance with the Outpatient Laboratory Fee Schedule (**Effective July 1, 2006 through June 30, 2007**), which includes Radiological Services, and is included with and incorporated into this Contract as an Attachment.

5. TIME OF PERFORMANCE

This Contract shall take effect on July 1, 2003 and shall terminate on June 30, ~~2006~~ 2007, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of ~~three (3)~~ two (2) additional years.

Upon expiration of this Contract, and in the absence of new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

This constitutes the Amendment to the Contract. All other provisions contained in the original Contract, as amended, shall remain unchanged.

DEPARTMENT

<hr/>	<hr/>
Mike Mahoney, Warden	Date
Montana State Prison	

CONTRACTOR

<hr/>	<hr/>
Mike Walsh, Chief Executive Officer	Date
Powell County Memorial Hospital	

Reviewed for Legal Content by:	<hr/>	<hr/>
	Legal Counsel	Date
	Department of Corrections	